

EXHIBIT 15

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Page 1

1 UNITED STATES DISTRICT COURT
2 FOR THE NORTHERN DISTRICT OF CALIFORNIA
3 SAN FRANCISCO DIVISION
4

5 IN RE: GOOGLE PLAY STORE ANTITRUST LITIGATION
Case No. 3:21-md-02981-JD
6

7 THIS DOCUMENT RELATES TO:
8 Epic Games Inc. v. Google LLC, et al.
Case No. 3:20-cv-05671-JD
9

10 In Re: Google Play Consumer Antitrust Litigation
Case No. 3:20-cv-05761-JD
11

12 State of Utah, et al. v. Google LLC, et al.
Case No. 3:21-cv-05227-JD
13

14 Match Group LLC, et al., v. Google LLC, et al.
Case No. 3:22-cv-02746-JD
15

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18 DEPOSITION OF MARC S. RYSMAN, PhD,
19 called as a witness by and on behalf of Google LLC,
20 pursuant to the applicable provisions of the
21 Federal Rules of Civil Procedure, before P. Jodi
22 Ohnemus, RPR, RMR, CRR, CA-CSR #13192, NH-LSR #91,
23 MA-CSR #123193, and Notary Public, within and for
24 the Commonwealth of Massachusetts, at 100 Cambridge
25 Street, Boston, Massachusetts, on Friday, March 10,
2023, commencing at 9:07 a.m.

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Page 2

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Page 7

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TESTIMONY OF:

PAGE

MARC S. RYSMAN, PhD

(By Mr. Raphael)

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CONFIDENTIAL

Page 8

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E X H I B I T S		
EXHIBIT	DESCRIPTION	PAGE
Exhibit 1057	Expert Report of Marc Rysman, October 3, 2022	9
Exhibit 1058	Expert Rebuttal Report of Dr. Marc Rysman, December 23, 2022	9
Exhibit 1059	Merits Report of Hal J. Singer, PhD	70
Exhibit 1060	Game Change: The Future of Video Games	189
Exhibit 1061	spreadsheet, AMZ-GP_00002471	358

CONFIDENTIAL

Page 9

1 (Exhibit 1057, Expert Report of Marc
2 Rysman, October 3, 2022.)

3 (Exhibit 1058, Expert Rebuttal Report of
4 Dr. Marc Rysman, December 23, 2022.)

5 VIDEO OPERATOR: We are on the record.

6 This is the videographer speaking, Shawn Budd, with
7 Veritext Legal Solutions. Today's date is March
8 10th, 2023. The time is 9:07 a.m. We are here in
9 Boston, Massachusetts, to take the video deposition
10 of Dr. Marc Rysman in the matter of Google Play
11 Store Antitrust Litigation.

12 Would counsel please introduce themselves
13 for the record.

14 MS. WEINSTEIN: Lauren Weinstein on behalf
15 of the states. With me are my colleagues, Brendan
16 Glackin and Brendan Benedict.

17 MS. GIULIANELLI: Karma Giulianelli on
18 behalf of consumers.

19 MR. HARSHBARGER: Tate Harshbarger on
20 behalf of Match plaintiffs.

21 MR. RAPHAEL: Justin Raphael, Munger
22 Tolles & Olson, for Google.

23 Is there anyone on the phone?

24 MS. WEINSTEIN: We did telephonic
25 appearances on the record.

CONFIDENTIAL

Page 10

1 VIDEO OPERATOR: Okay. And would the
2 court reporter please swear in the witness.

3 MARC RYSMAN, PhD, having
4 satisfactorily been identified by
5 the production of a driver's license,
6 and being first duly sworn by the Notary
7 Public, was examined and testified as
8 follows to interrogatories

9 BY MR. RAPHAEL:

10 Q. Good morning.

11 A. Good morning.

12 Q. Would you please state your name for the
13 record.

14 A. Marc Rysman.

15 Q. Good morning, Doctor Rysman. You've been
16 deposed a number of times?

17 A. Yes.

18 Q. How many times?

19 A. Five or six times.

20 Q. Okay. Any of those in antitrust cases?

21 A. I don't think I've been deposed in an
22 antitrust case.

23 Q. Have you ever offered testimony in court
24 or arbitration in an antitrust case?

25 A. I don't think that the -- the court

CONFIDENTIAL

Page 137

1 A. Yes.

2 Q. How, as an economist, do you determine
3 which products are relevant to the conduct?

4 A. Well, in general I think about which
5 products are affected by the conduct at issue. The
6 merger guidelines provide guidance on how to -- the
7 DOJ and FTC merger guidelines provide guidelines on
8 how to establish market definition and following
9 from their lead on this.

10 Q. So you would agree, then, that the
11 appropriate starting place for market definition is
12 the products affected by the conduct at issue?

13 A. Yes.

14 MS. WEINSTEIN: Objection to form.

15 I'm sorry, Doctor Rysman.

16 Q. And what products are affected by the
17 conduct at issue in this case?

18 A. In this case I -- considering products in
19 the two markets that I define, which are the
20 Android app distribution market and the Android
21 in-app billing market.

22 Q. Does the conduct in this case affect the
23 Android operating system product?

24 MS. WEINSTEIN: Objection to form.

25 A. In some ways.

CONFIDENTIAL

Page 141

1 A. The buyers are consumers. There are
2 sellers in the sense of the app developers are
3 producing apps into this market, and then there's
4 the distributors, let's say, or the stores that
5 connect consumers to the app developers.

6 Q. So Google is selling a platform service
7 from the Google Play Store to both consumers and
8 developers?

9 MS. WEINSTEIN: Objection to form.

10 A. Yes.

11 Q. And what do users buy from Google in the
12 app distribution market?

13 MS. WEINSTEIN: Objection to form.

14 A. Users get the App Store or the Play
15 Store -- excuse me -- the Play Store as part of
16 their choice over their operating system and then
17 they can use the Play Store to find and obtain
18 apps.

19 Q. From developers?

20 MS. WEINSTEIN: Objection to form.

21 A. The apps come from developers, yes.

22 Q. Are IAPs or in-app purchases or
23 subscriptions part of the app distribution market?

24 MS. WEINSTEIN: Objection to form.

25 A. No.

CONFIDENTIAL

Page 223

1 Q. When an Android app developer sells an
2 in-app purchase or subscription and pays a service
3 fee to Google, what is that service fee for?

4 MS. WEINSTEIN: Objection to form.

5 A. Ask the question again?

6 Q. When an Android app developer sells an IAP
7 or a subscription and pays a service fee to Google,
8 what is that service fee for?

9 MS. WEINSTEIN: Same objection.

10 A. They're paying to -- for -- I mean,
11 they've signed a contract to pay this fee when they
12 offer their app on the Play Store. Are you asking
13 what exactly are they getting in return?

14 Q. Well, is the service fee that a developer
15 pays when it sells an in-app purchase or a
16 subscription for app distribution or for billing
17 services?

18 A. At some level it's joint. They --
19 they've offered the app on the Play Store and
20 they're obtaining the services associated with that
21 and just --

22 Q. Do you -- do you agree that Google only
23 earns money when developers earn money?

24 MS. WEINSTEIN: Objection to form.

25 Q. With respect to the Play Store.

CONFIDENTIAL

Page 308

1 MS. WEINSTEIN: Objection to form.

2 A. That's right.

3 Q. Have you seen any evidence that Google
4 promised that it would never reduce its revenue
5 share?

6 MS. WEINSTEIN: Objection. Form.

7 A. No, I don't see evidence that they made
8 that promise.

9 Q. Let me ask a more specific question: Have
10 you seen any evidence that Google promised that it
11 would never reduce carriers' revenue share?

12 MS. WEINSTEIN: Objection. Form.

13 A. Relative to the revenue share at the, sort
14 of, beginning of the Android period?

15 Q. Yes.

16 A. I never saw a promise like that.
17 Similarly, I didn't see any announcements that they
18 planned to phase that out that they made public.

19 Q. Have you seen any evidence that Google
20 promised that it would never earn a profit from its
21 app store?

22 MS. WEINSTEIN: Objection. Form.

23 A. No, I don't see -- I don't have any
24 evidence of such a promise; but, similarly, I don't
25 have evidence that they -- that -- clear that they